

LEASE (OPTION PARCEL E)

THIS IS A LEASE AGREEMENT, entered into on
March 1, 1998, between:

THE CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida,
referred to as "Lessor,"

and

CYPRESS CONCOURSE E, LLC, a Delaware limited liability
company,
referred to as the
"Lessee."

Lessee is desirous of developing office, manufacturing,
distribution and industrial facilities on certain premises owned by
the Lessor, and the Lessor is desirous of enhancing the Fort
Lauderdale Industrial Airpark through the development of such
facilities.

By virtue of the representations made in this Lease, the
Lessor leases to the Lessee property (referred to in this Lease as
the "Premises") situated in Fort Lauderdale, Broward County,
Florida, more particularly described as follows: -

Lots 25, 26, 38 and 39, at Fort Lauderdale
Industrial Airpark, Section 2, according to the
Plat thereof, as recorded in Plat Book 63, Page
8, of the Public Records of Broward County,
Florida, including a right of access to N.W.
62nd Street.

Such Premises consist of approximately 12.16 acres, and are shown
on Exhibit "One," a copy of which is attached and incorporated into
this Agreement. This Exhibit "One" conclusively determines the
square footage for purposes of determining the amount of rent.

The parties acknowledge that this Lease was the subject of
an Option Agreement (referred to as the "Agreement"), and an Option
to Lease, both with an Effective Date of March 1, 1998, referred to
in this Lease as the "Effective Date." This Lease is identified in
both the Agreement and the Option to Lease (both of which were
previously executed by the parties) as the "Accompanying Lease."
The Premises described above were identified in the Agreement as
"Option Parcel E."

The parties further acknowledge that Lessor has, pursuant
to the Agreement, granted Lessee additional Options to Lease other
lands within Fort Lauderdale Industrial Airpark, Section 2. Such

other lands are referred to in this Lease as the "Additional Option Parcels."

The City Commission of Lessor, by Resolution No. 98-18, adopted February 3, 1998, authorized its City officials to execute this Lease (as well as the Agreement, the Option to Lease the Premises and Options to Lease the Additional Option Parcels).

In consideration of the mutual promises and covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. PURPOSE. The Premises may be developed as office, manufacturing, distribution and industrial facilities, and for any other use permitted by applicable zoning restrictions.

2. REPRESENTATIONS AND WARRANTIES.

(a) Recitals. The foregoing recitals are true, correct and incorporated into this Lease.

(b) Municipality. The Lessor represents that it is a municipal corporation of Florida and is authorized to lease this property by Section 8.10 of its municipal charter.

(c) Deed. On March 11, 1947, there was executed and delivered to the Lessor by the United States of America a deed conveying to the Lessor certain land situated near the territorial limits of the City of Fort Lauderdale, Florida, known as Prospect Field, which deed of conveyance is recorded in Deed Book 579, Page 130, of the Public Records of Broward County, Florida. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America, except as to such terms and conditions as may have been specifically released or waived by the Federal Aviation Administration or its predecessor, and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the Lessor, and any existing or subsequent amendments thereto. This Lease is subject to any ordinances, rules or regulations which have been, or may hereinafter be adopted by the Lessor pertaining to Fort Lauderdale Executive Airport. This Lease is also subject to those restrictions and covenants of record which appear in a document dated November 17, 1966, known as "CORRECTED DECLARATION OF DEED RESTRICTIONS AND PROTECTIVE COVENANTS, Fort Lauderdale Industrial Airpark, Section 2," which document is recorded

in Official Records Book 3325, beginning at page 755, of the Public Records of Broward County, Florida (the "correction" was to correct a scrivener's error which appeared in an earlier Declaration, dated November 15, 1966, and recorded in Official Records Book 3324, at or about page 79 of the Broward County Public Records, on or about that date); further, this Lease is subject to an Amendment to the "CORRECTED DECLARATION OF DEED RESTRICTIONS AND PROTECTIVE COVENANTS" identified above, which Amendment pertains to Clause VII, entitled "SUBDIVISION OF LOTS," dated February 12, 1985, and recorded in Official Records Book 12321, Pages 258 through 260, of the Broward County Public Records. Lessee assumes and agrees promptly to perform and abide by the provisions of the deed and all existing restrictions and covenants of record.

(d) Disclosure. Lessee acknowledges that the Lessor has made full disclosure of all facts involving the Charter, deed and restrictions and covenants identified above. The Lessee acknowledges that it has made, or has had an opportunity to make, a thorough and complete inspection of the Premises and is fully advised of their extent and condition. The Lessee fully accepts the Premises in their present state and condition.

(e) Authority. All steps, acts and conditions required by the Charter of the Lessor to be done as a condition precedent to the execution of the Lease have been done, and the Lessor has full authority to enter into this Lease.

(f) Lessee's Ability. The Lessee represents to and agrees with the Lessor that it has the ability to fulfill the obligations of this Lease.

3. GENERAL OBLIGATIONS OF THE PARTIES. The following constitute obligations and covenants of the parties, their successors and assigns:

(a) Compliance with Regulations of Public Bodies. Lessee covenants and agrees that it will, at its own cost, make such improvements on the Premises, perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the Premises, in order to comply with all applicable laws, regulations, rules, orders and ordinances relating to the environment, sanitation, fire hazard, zoning, setbacks and other similar requirements designed to protect the public.

(b) Indemnity Against Costs and Charges. Each party shall be liable to the other for all costs and expenses

which may be incurred or sustained by reason of the breach of any of the provisions of this Lease Agreement.

(c) Indemnification Against Claims. Lessee shall indemnify and save harmless the Lessor from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Lease, for any bodily injury, loss of life or damage to property sustained in or about the Premises, or to or about the buildings and improvements placed on them, or their appurtenances, or upon adjacent sidewalks or streets, and from and against all costs, counsel fees, expenses, liabilities, judgments and decrees incurred in or arising out of any such claim, the investigation of them, or the defense of any action or proceeding brought on them, and from and against any orders, judgments and decrees which may be entered in them. Lessee shall also specifically defend any action or proceeding brought against Lessor as the result of any claim for bodily injury, loss of life or damage to property, at no cost or expense to Lessor.

(d) No Liens Created. Each party covenants and agrees that it has no power to incur any indebtedness giving a right to a lien of any kind or character upon the right, title and interest of the other party in and to the Premises covered by this Lease, and that no person shall ever be entitled to any lien, directly or indirectly, derived through or under the other party, or its agents or servants, or on account of any act or omission of the other party, except for any lien reserved upon the Lessee's leasehold interest in the Premises by a leasehold mortgagee, pursuant to Paragraph 23, below. All persons contracting with the Lessee, or furnishing materials or labor to the Lessee, or to its agents or servants, as well as all persons whomsoever, shall be bound by this provision of this Lease. Should any such lien be filed, the Lessee shall discharge it within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. The Lessee shall not be deemed to be the agent of the Lessor, so as to confer upon a laborer bestowing labor upon the Premises, or upon a materialman who furnishes material incorporated in the construction of improvements upon the Premises, a lien upon the Lessor's estate under the provisions of Chapter 713, Florida Statutes, 1975, and subsequent revisions of that law.

(e) Operating Costs.

(1) The Lessee agrees promptly to pay when due all operating, maintenance and servicing charges and costs, including telephone, gas, electricity, water,

utility connections, and all other expenses incurred in the use and operation of the Premises.

(2) The Lessee agrees to obtain at its expense all permits and licenses which may be required by any governmental unit. Upon the Lessor's written request, at reasonable intervals, the Lessee shall promptly furnish to the Lessor evidence satisfactory to the Lessor showing Lessee's compliance with its obligations under this section.

(f) Insolvency of Lessee. Subject to the provisions of Paragraph 23, should the Lessee, at any time during the term of this Lease, suffer or permit to be filed against it a composition or arrangement proceeding under state law, or make any assignment for the benefit of its creditors, or should a receiver be appointed for the Lessee's property because of the Lessee's insolvency and the appointment not vacated within thirty (30) days thereafter, or should the Lessee's leasehold interest be levied on and the lien not discharged within sixty (60) days after levy has been made, or should the Lessee fail to promptly make the necessary returns and reports required of it by state and federal law, or should the Lessee fail promptly to comply with all governmental regulations, both state and federal, and should such failure in any manner jeopardize the rights of the Lessor, then, and in such event, and upon the happening of any of these events, the Lessor shall have the right, at its election, to consider the same a default on the part of the Lessee of the terms and provisions of this Lease, and, in the event of such default not being cured by the Lessee within a period of thirty (30) days from the date of the giving by the Lessor of written notice to the Lessee of the existence of such default, the Lessor shall have the option of declaring this Lease terminated, and the interest of the Lessee ended, or the Lessor may exercise any other options as prescribed by law or which appear in this Lease. The pendency of arrangement proceedings to which the Lessee shall be a party shall not preclude the Lessor from exercising the options conferred upon it. In the event the Lessee, or receiver of the Lessee's property, shall seek an injunction against the Lessor's exercise of the options conferred, such action on the part of the Lessee, or receiver, shall automatically terminate this Lease as of the date of the making of such application. In the event a court shall enjoin the Lessor from exercising the options conferred in this Lease, such injunction shall automatically terminate this Lease.

(g) Bankruptcy of Lessee. Subject to the provisions of Paragraph 23, should the Lessee, at any time during the

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term of this Lease, suffer or permit an involuntary or voluntary petition in bankruptcy to be filed against it, or institute a composition or an arrangement proceeding under Chapters 7, 11, or 13 of the Bankruptcy Code or as they may be amended from time to time, the Lessee agrees to provide adequate protection and adequate assurance of future performance to the Lessor which will include but not be limited to the following:

(1) All monetary and non-monetary defaults existing prior to the institution of the filing of the bankruptcy petition shall be cured within forty-five (45) days of written demand (as specified in Paragraph 20, below) made upon the Lessee by the Lessor which will include all costs and attorneys' fees expended by Lessor to the date of the curing of the default; and

(2) An additional two (2) months' of advance rental will be required as additional security of future performance which must be paid to the Lessor within forty-five (45) days of the filing of the petition in bankruptcy; and

(3) All obligations of the Lessee must be performed in accordance with the terms of the Lease.

If at any time during the pendency of the bankruptcy proceeding the Lessee or its successor in interest fails to perform any of the monetary or non-monetary obligations required under the terms of this Lease, or fails to cure any pre-filing default, or fails to make the additional security deposit required under the adequate protection and adequate assurance of future performance clause above, the LESSEE STIPULATES AND AGREES TO WAIVE ITS RIGHTS TO NOTICE AND HEARING AND TO ALLOW THE LESSOR TOTAL RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. 362 TO ENFORCE ITS RIGHTS UNDER THIS LEASE AND UNDER STATE LAW INCLUDING BUT NOT LIMITED TO ISSUANCE AND ENFORCEMENT OF A JUDGMENT OF EVICTION, WRIT OF ASSISTANCE AND WRIT OF POSSESSION.

(h) Litigation Venue. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

(i) Taxes. For each year of the term of this Lease the Lessee agrees to pay when due all taxes and special assessments of whatsoever kind levied and assessed against the Premises, and all improvements built and placed on

them by the Lessee. On or before March 31 of each lease year of the term of this Lease, the Lessee agrees to deliver to the Lessor official tax receipts showing the payment by the Lessee of all taxes and special assessments. The Lessee further agrees to pay when due all ad valorem property taxes, sales and use taxes, special assessments and any and all other taxes or assessments imposed upon and being the liability of the Lessee and arising out of this Lease Agreement, including any sales taxes due on rental payments and sales taxes due on ad valorem property taxes remitted to Lessor.

The Lessee shall have the right to review or protest, or cause to be reviewed or protested, by legal proceedings, any such taxes, assessments, or other charges imposed upon or against the Premises or buildings, other structures or improvements on them and in case any such taxes, assessments, or other charges shall, as a result of such proceedings or otherwise, be reduced, canceled, set aside or to any extent discharged, the Lessee shall pay the amount that shall be finally assessed or imposed against the Premises or buildings, other structures or improvements which are finally determined to be due and payable on any such disputed or contested items. If requested in writing by Lessor, Lessee shall deposit any disputed sum, including any applicable penalty fee, with an escrow agent mutually selected by the parties, for the protest period. All expenses of such litigation, including court costs, shall be paid by Lessee free of all expense to Lessor. If, as a result of any legal proceeding pursuant to the provisions of this paragraph, there is any reduction, cancellation, setting aside or discharge of any such tax or assessment or other charges, the applicable refund shall be payable to the Lessee, and if such refund be made to the Lessor, then the Lessor shall hold such refund in trust and shall immediately pay over the same to the Lessee. The term "legal proceeding," as used above, shall be construed as including appropriate appeals from any judgments, decrees or orders and certiorari proceedings and appeals from orders entered in them.

(j) Repairs and Maintenance; Water; Wastewater Services.

(1) It is acknowledged between the parties that the Premises leased are unimproved, that all improvements to be constructed on them shall be at the sole expense of the Lessee and that all maintenance and repairs of all improvements, including all grounds, pavement, buildings, furnishings, fixtures, personalty, utilities and

services, shall be at the sole expense of the Lessee, kept in a good state of repair, in clean condition and at all times well-kept; provided, however, that any improvements owned, controlled or operated by Lessor, such as roads, fences and utility lines, shall be maintained by Lessor.

(2) Lessor represents it has adequate water production and distribution lines deliverable to the boundary of the Premises in sufficient quantities and pressures for Lessee's intended uses (including charged sprinkler systems). Based on such representation, Lessee agrees to become a water utility customer of Lessor as each building is issued a Certificate of Occupancy.

(3) Lessee agrees to connect to the wastewater treatment system of Lessor and to become a wastewater treatment customer of Lessor as soon as Lessor has treatment capacity available to serve the Premises. If such service is not available from Lessor at the time Lessee applies for the issuance of a Certificate of Occupancy for the improvements specified in Paragraph 11, below and Lessee has the ability to connect to another utility offering wastewater treatment service, Lessor agrees that Lessee, or Lessee's occupants of the Premises, will be permitted to become interim wastewater treatment customers of such other utility if it has available capacity; provided, however, that Lessee shall discontinue such interim service and connect to the wastewater facilities of Lessor not later than ninety (90) days from the date that Lessor notifies Lessee that Lessor's wastewater service is available for the Premises. If such other utility does not have available capacity at the time Lessee or its occupants of the Premises apply for the issuance of a Certificate of Occupancy, Lessor acknowledges and agrees that, as an alternative, Lessee may use on-site septic tanks as are necessary for the purposes expressed in this Lease, if all appropriate and required permits are secured by Lessee at its expense and are issued for such use and Lessor agrees that the water supplies, resources and facilities of Lessor (such as wellfields) will be protected from any possible adverse effect which may arise out of the use of such tanks. Lessor may, in the exercise of its reasonable discretion, decline to allow Lessee to use such tanks; however, the decision of the Lessor in such matter, while it shall be final, shall not be arbitrarily or unreasonably made. If such tanks are permitted to be used, Lessee shall

discontinue use of such tanks and connect to the wastewater facilities of Lessor not later than ninety (90) days from the date that Lessor notifies Lessee that Lessor's wastewater service is available for the Premises.

In the event the wastewater service described above is unavailable to serve the Premises, i.e., Lessor is unable to provide such service; or the services of another utility as an interim measure are unavailable; or as an alternative, septic tanks cannot be used, rent will abate in direct proportion to the portion of the Premises (identified by square feet) which Lessee is unable to use, and time periods under this Lease will be extended for any such portion of the Premises, which abatement, extension or both shall in any event be governed by the provisions of Paragraph 34 of this Lease.

(k) Quiet Enjoyment. Lessor agrees that Lessee shall be entitled peacefully to enjoy, to occupy and to possess the Premises throughout the Lease term without interference, hindrance or molestation.

(l) Surrender. Lessee, at its expense, agrees to deliver to Lessor upon termination of this Lease the entire Premises, including buildings and improvements, in a good state of repair and condition for buildings of similar age and condition, ordinary wear and tear or damage by fire or the elements (subject to the provisions of Paragraph 17 of this Lease) excepted.

(m) Receipts. Lessee shall, upon written demand by Lessor, obtain and deliver to Lessor receipts, satisfactions and discharges showing the payment of any obligation required of Lessee by Lessor.

4. EASEMENTS. The Lessee shall convey to the Lessor at mutually acceptable locations any subsurface easements under the Premises that may be required for the installation of utilities. It is understood that should any such easements be required, they will be compatible with any existing or proposed improvements of the Lessee and that Lessee shall enjoy the surface right uses for parking and landscaping. It is further agreed that if it becomes necessary to relocate or remove any easement for the sole benefit of Lessor, then the cost of such removal or relocation shall be at the Lessor's expense. In the event there is a loss of beneficial use or impairment of beneficial use resulting from the granting of an easement by Lessee which solely benefits Lessor, proper adjustment of the rent required shall be made at the time of the conveyance of such an easement so granted by Lessee. No special assessment for such easements or improvements made on or adjacent to the Premises shall be made against Lessee unless Lessee derives

any benefit directly or indirectly by or from such easements or improvements. Lessor covenants and agrees that it will promptly execute and deliver any and all instruments that may be required of the Lessor in connection with the granting of easements for installation of water, gas, electricity or telephone services to the various utility companies affecting any part of the Premises, without expense to the Lessor, so long as this Lease or any sublease under this Lease is in effect.

5. ZONING. The Lessee accepts the existing zoning of the Premises which Lessor represents and warrants to be AIP, which is compatible and consistent with the usage and purpose contemplated in this Agreement.

6. FAA APPROVAL. This Lease was specifically conditioned upon its approval by the Federal Aviation Administration, an agency of the United States Government, which approval was in writing, and signed by an authorized representative of that agency.

7. TERM. The term of this Lease commenced at 12 o'clock noon on the Effective Date, defined and identified in the Option to Lease executed by the parties in connection with this Lease. This Lease shall expire fifty (50) years after the date it commenced, subject to the Lessee's Option to Extend the Term as provided in Paragraph 35 below.

8. POSSESSION. The parties acknowledge that delivery of possession of the Premises to the Lessee occurred at the time of commencement of the term of this Lease.

9. RENT. Rental for the initial term shall be paid subject to the following provisions:

(a) The minimum guaranteed annual rental (hereinafter "Base Rent") is \$ 264,840, (which is equal to ten percent (10%) of the fair market value of the Premises, which fair market value has been established by the appraisal amount stated in the Option Agreement entered into by the parties), payable in monthly installments, in advance of the month to which applicable, of \$ 22,070 plus applicable sales tax. Payment of monthly rental shall commence on the first day of the first month following the first to occur of either the date of full execution of this Lease by Lessor, as provided in Paragraph 5 of the Option to Lease or the date that a Certificate of Occupancy is issued for the first building contemplated to be constructed on the Premises, as specified in Paragraph 11, below.

(b) It is agreed between Lessor and Lessee that the minimum guaranteed annual rental specified above shall be

subject to an increase at certain intervals. The first adjustment to rent shall take place and become effective on the fifth (5th) anniversary of the Effective Date. Such adjustments shall be based upon the Cost of Living Index, as defined in this Lease Agreement and continuing at each five (5) year interval thereafter throughout the term. Adjustments shall be based upon the Cost of Living Index known as the Consumers' Price Index, United States, All Urban Consumers, for the period in which the year 1982-84 = 100, published by the Bureau of Labor Statistics of the United States Department of Labor. For computation purposes, the Numerator and Denominator are defined as follows:

Numerator - The Consumer Price Index for the month preceding each Lease adjustment date.

Denominator - The Consumer Price Index for the month of the Effective Date of the Lease.

The resulting fraction shall be applied to the Base Rent to arrive at the new annual rental. Should the Bureau mentioned above discontinue the publication of an Index approximating the Index identified above, then such Index as may be published by another United States governmental agency which most nearly approximates the Index referred to above shall govern and be substituted as the Index to be used, subject to the application of an appropriate conversion factor to be furnished by the governmental agency publishing such Index. At no time shall the adjusted rent be less than the Base Rent.

(c) In the event that Lessee duly exercises its Option to Extend the Term, as provided in Paragraph 35 below, the initial rent for the first year of the Option Term shall be fixed as provided in that Paragraph 35, with the annual rent for subsequent years to be adjusted by the adjustment method provided in this Paragraph 9, with the rent as determined by the appraisal to be the Base Rent for the option term and the Denominator to be the Consumer Price Index for the month of the commencement of the option term.

10. INSPECTION OF PREMISES. The Lessor or its agents shall have the right to enter the Premises and the buildings and improvements constructed on them at all reasonable hours for the purpose of inspecting them, or for any other purposes not inconsistent with the terms of this Lease, consistent with reasonable security measures of the tenants of the Lessee and upon suitable prior arrangements with them, which approval shall not be unreasonably refused by any occupant.

11. IMPROVEMENTS BY LESSEE.

(a) Subject to the conditions set forth in Paragraph 34 of this Lease, within sixty (60) months from the commencement of the term of this Lease, Lessee must have completed construction and obtained a Certificate of Occupancy for one or more buildings to be constructed on the Premises which shall individually or collectively consist of a minimum of fifty thousand (50,000) leasable square feet.

(b) Before the commencement of any construction upon a Parcel, Lessee shall provide to Lessor a Cashier's check in the minimum amount of 125% of the average of three (3) written estimate from demolition contractors for the estimated cost to demolish and remove any improvements constructed by Lessee. Lessor shall have the right to deposit such check and keep the full amount for any purposes, in the event that Lessee fails to obtain a certificate of occupancy or certificate of substantial completeness prior to Lessee either having failed to exercise the Option upon Parcel E, or upon having exercised said Option, Lessee becoming in default of the Lease and the period for cure has elapsed or the Lease has terminated.

(c) If Lessee fails to have completed construction and obtained Certificate(s) of Occupancy for the building(s) required to be constructed by the sixtieth (60th) month following commencement of the Lease term, this Lease shall automatically terminate and Lessor shall retain all sums previously paid, and title to all improvements, free of all liens or encumbrances, will be delivered by Lessee to Lessor. Such retentions and termination shall not be considered to be a forfeiture, but are considered by the parties as Lessor's liquidated damages, since the parties agree that damages for failure to timely complete the improvements are not susceptible to calculation.

12. APPROVAL OF CONSTRUCTION. Prior to any construction on any portion of the Premises by the Lessee, the Lessee shall submit to Lessor's Airport Manager the site plan and proposed architectural features of the improvements to be constructed. Such site plan and architectural features of the improvements to be constructed shall be subject to approval of the City Manager of Lessor and the Airport Advisory Board of Lessor, which approval shall not be unreasonably withheld or delayed. If Lessee proposes any improvements with a hotel use, Lessor's City Manager shall have the sole discretion to approve or disapprove Lessee's hotel chain

affiliation and any subsequent change in such affiliation during the term of this Lease Agreement.

13. MAINTENANCE. The Premises, all improvements, both exterior and interior, and equipment located on them, shall at all times be maintained in good, serviceable, neat, clean and presentable condition, all at the expense of Lessee, it being an express condition of this Lease that the same be kept in such condition at all times.

14. CONDEMNATION.

(a) In the event of a taking of all of the Premises or so much of them so as to render the Premises unfit for purposes intended by this Lease, for any public or quasi-public purpose, under any statute or by right of eminent domain, the Lessee's liability to pay rental and additional rental or otherwise to perform the terms and conditions of this Lease shall cease, but the Lessee shall be entitled to any claim against the condemnor that the Lessee may be entitled to because of (i) loss of buildings, other structures and improvements erected upon the Premises by the Lessee; and (ii) the loss of the then unexpired portion of the fixed term of this Lease and the unexpired portion or portions of any renewal periods. Lessor shall be entitled to the balance of the condemnation award, if any.

(b) In the event of a partial taking by condemnation or eminent domain as described in subparagraph (a) above, so that the part not so taken shall be sufficient for the continued operation of the Premises for the purpose intended by the Lessee, then this Lease shall continue in full force and effect, and the rental shall be reduced in accordance with paragraph 14(c) below, and the Lessee shall be entitled to any claim against the condemnor that the Lessee may be entitled to because of (i) loss of buildings, other structures or improvements erected upon the Premises by the Lessee; and (ii) the loss of the then unexpired portion of the fixed term of this Lease and the unexpired portion or portions of any renewal periods in respect of that part of the Premises which shall have been taken. The Lessee shall use the proceeds received by the Lessee pursuant to this paragraph 14(b) for purposes of restoring those portions of any buildings, other structures and improvements upon the remainder of the Premises to as near their former condition as circumstances will permit.

(c) In the event of a partial taking by condemnation or eminent domain, as provided in paragraph 14(b) above, the rental payable shall be reduced by that proportion

which the square footage of the land so taken bears to the original square footage of the entire Premises.

15. ACCELERATION; GRACE PERIOD; DEFAULT.

(a) Time of the essence. The Lessee agrees promptly to perform, comply with and abide by this Lease, and agrees that time of payment and of performance are of the very nature and essence of this Lease.

(b) Default in rent; grace period. Except as otherwise provided in paragraph 23 of this Lease, the Lessee shall have a grace period of thirty (30) days within which to pay any and all sums of rent due, which sums shall be due and payable without notice or demand, which Lessee waives. If any sums of money required to be paid by the Lessee to the Lessor shall, subject to paragraph 23 of this Lease, remain unpaid for a period of thirty (30) days, then the Lessor shall have the following options and privileges:

(1) Partial acceleration. The Lessor may declare one year's rental as presently due and payable. Such declaration shall not be construed as a splitting of a cause of action, nor shall it alter or affect the obligations of the Lessee to pay rent under the terms of this Lease for the period unaffected by the declaration.

(2) Other remedies. In addition to or in lieu of partial acceleration as outlined above, the Lessor may exercise any or all other options available to it, including any legal or equitable remedies which it may have, which options may be exercised concurrently or separately with the exercise of the above option, including those remedies specified in subparagraph (c) of this paragraph 15.

(c) Default in other provisions. If Lessee shall default in the performance of any other term of this Lease (except the payment of rent), then the Lessor, or its agent, shall send to the Lessee a written notice of default, specifying the nature of the default, and Lessee shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Lease shall then continue as before.

If the Lessee shall fail to timely cure and remedy such default, the Lessor shall have the right to declare, by written notice to the Lessee, that the Lease is in default, and to use all remedies available to the Lessor under this Lease.

If default shall be made in any covenant, agreement, condition or undertaking contained in this Lease to be kept, observed and performed by Lessee, other than the payment of rent, which default cannot with due diligence be cured within a period of thirty (30) days, and if written notice of the default shall have been given to Lessee, and if Lessee, prior to the expiration of thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to cure such default and does so cure such default, then Lessor shall not have the right to declare the Lease term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the Lease term ended and enforce all of its rights and remedies under this Lease for any other default not so cured.

Lessor agrees that in the event (and only in the event) Lessee defaults in the performance of this Lease, resulting in the termination of this Lease and the eviction of the Lessee, its successors and assigns, Lessor will not disturb the occupancy of Lessee's subtenants; provided the subtenants attorn to Lessor as Lessor under all the terms, provisions and conditions of their subleases and further provided that the subtenants are not then in default upon any of the terms, provisions and conditions of their subleases, and providing such subleases are subject to the terms, provisions and conditions of this Lease.

16. OWNERSHIP AT TERMINATION. All buildings, structures, improvements and fixtures of every kind erected or placed on the Premises shall remain the property of the Lessee until the end of the term or earlier termination of this Lease for any reason except condemnation as provided in Paragraph 14, at which time they shall be and become the property of the Lessor and shall be left in good condition and repair, ordinary wear and damage by the elements excepted. A fixture is defined as an article which was a chattel, but which, by being physically annexed or affixed to the realty by the Lessee and incapable of being removed without structural or functional damage to the realty, becomes a part and parcel of it. Non-fixture personalty owned by the Lessee at the expiration of the term or earlier termination of this Lease, for any reason, shall continue to be owned by Lessee, and at the time of such expiration or earlier termination, Lessee at its option may remove all such personalty, provided the Lessee is not then in default of any covenant or condition of this Lease; otherwise, all such property shall remain on the Premises until the damages suffered by Lessor from any such default have been ascertained and compensated. Any

damage to the Premises caused by the removal by Lessee of any such personalty shall be repaired by Lessee immediately at its expense.

Any property installed or attached to the Premises by any of Lessee's subtenants, whether or not attached to the freehold, shall be and remain such subtenants' property and may be removed by the subtenants upon the termination of subleases, provided that such subtenants repair, restore and save the Lessor harmless from all damage to the Premises including buildings, other structures and improvements, caused by such removal. While this Lease is in effect, Lessee shall be entitled to depreciation on the buildings, other structures and improvements and fixtures which are now or shall subsequently be erected upon the Premises.

17. HOLD HARMLESS CLAUSE; INSURANCE. Lessee agrees to defend with competent counsel selected by the Lessee and reasonably approved by the Lessor, any and all claims and actions alleged against Lessor regarding, arising from, connected with or pertaining or as a result of Lessee's possession or use of the Premises. The Lessee further agrees to indemnify and hold harmless the Lessor, its elected officials, officers, employees and agents from any and all claims, actions, costs, expenses, compliance costs, losses, fines, damages and liabilities, including reasonable attorneys fees and costs, regarding, arising from, connected with or pertaining to Lessee's possession or use of the Premises. The parties further agree to the following provisions pertaining to insurance:

(a) Fire and extended coverage. The Lessee, at its expense, shall provide full fire and extended coverage on any improvements constructed on the Premises by the Lessee or the Lessor, for the benefit of the Lessor and the Lessee, in an amount satisfactory to the Lessor up to 100%, but not less than 90% of the replacement value of the property and improvements. The interest of Lessor shall be included under the policy as a loss payee. All rights of subrogation shall be waived against Lessor under the fire and extended coverage policy.

(b) Workers' Compensation. The Lessee shall carry, maintain and pay for all necessary Workers' Compensation insurance in its own name.

(c) Liability Insurance. Lessee shall, at its expense, provide, pay for, and continuously maintain, comprehensive and all inclusive public liability and property damage insurance for the benefit of the Lessor and the Lessee, with policy limits of not less than Two Million Dollars (\$2,000,000.00) for any one person and any one accident, which coverage shall include property damage, personal injuries and death, and shall name the City of Fort Lauderdale as an additional named insured.

(d) Policies. Whenever under the provisions of this Lease, insurance is required of the Lessee, the Lessee shall promptly provide Certificates of Insurance to the attention of the Risk Manager of Lessor.

(e) Collection of Insurance. In the event of destruction of or damage to any of the Premises or the buildings, other structures and improvements covered by insurance, the funds payable in pursuance of insurance policies shall be payable to, and deposited in, a commercial national bank as trustee, located in Fort Lauderdale, Florida, selected by the Lessor, as a trust fund, and the funds shall be used for the purpose of reconstruction or repair, as the case may be, of any of the buildings, other structures or improvements so damaged or destroyed. Such reconstruction and repair work shall be done in strict conformity with the ordinances and statutory charter of the Lessor. Should the cost of reconstruction or repair exceed the amount of funds available from the proceeds of such insurance policy, then in such event, such funds shall be used as far as the same will permit in paying the cost of the reconstruction or repair. In the event that the cost of such reconstruction or repair work shall be less than the proceeds derived from such insurance policies, the surplus shall be payable to Lessee.

(f) Precautions. In order to reduce the hazards and risks of interruption of business occasioned by windstorm and other acts of God, the Lessee agrees that it will at its expense take all reasonable precautions to protect the Premises from damage or destruction.

(g) Primary coverage. All insurance referred to in this Lease shall apply as primary coverage and shall not be affected by any insurance which Lessor may carry in its own name.

18. ASSIGNMENT AND SUBLEASING. Except as provided in paragraph 23 of this Lease, the Lessee shall not assign, sublease, sublet, transfer, convey or pledge this Lease or any of its rights or obligations, in whole or in part, in any manner whatsoever, to any other natural or corporate person, or any entity whatsoever, without the express written consent of the Lessor, authorized by appropriate municipal action taken at a regular public meeting of the City Commission of the City of Fort Lauderdale; provided, however, that such consent will not be required for any subtenancy in which less than fifty-one percent (51%) of usable land area of the Premises will be subleased by any one subtenant. Any such sublease, assignment, consent to an assignment, sublease, transfer, conveyance or pledge by the Lessee shall be subject to all of the

terms and provisions of this Lease, and shall not release the Lessee from any of its obligations under this Lease. Lessee shall not transfer any of its operations pursuant to any form of management agreement which affects the rentals payable under this Lease to Lessor without the consent of the Lessor as provided above, which consent shall not be unreasonably withheld. The obtaining of any consent shall not affect the rentals payable to Lessor.

19. SUCCESSORS IN INTEREST. The covenants and agreements contained in this Lease shall be binding on and inure to the benefit of the respective successors and assigns of the parties. Wherever used, the singular number shall include the plural, and the use of any gender shall be applicable to all genders.

20. NOTICES. All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served as follows:

(a) By certified mail, return receipt requested, to the following addresses:

LESSOR: City of Fort Lauderdale
c/o City Clerk
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

LESSEE: SOUTHERN FACILITIES DEVELOPMENT, INC.
2901 S.W. 8th Street, Suite 204
Miami, FL 33135

or to such other addresses as the parties may by writing designate to the other party.

(b) The notice may also be served by personal delivery to Lessor or Lessee, or to the agent of Lessee in charge of the leased premises.

(c) The notice to any leasehold mortgagee, as provided in Paragraph 23, below, will only be provided if such mortgagee has complied with the provisions of Paragraph 23(b), below.

21. INTEREST. All delinquent payments to the Lessor shall bear interest at the rate of ten percent (10%) unless otherwise allowed by Florida law. Such interest shall be calculated from the due date, without regard to any grace period,

to the date of payment, on a daily basis, and will be due and payable when billed.

22. SEVERABILITY. If any section, subsection, sentence, clause, provision, or part of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected.

23. RIGHTS OF LESSEE TO MORTGAGE LESSEE'S INTEREST UNDER THIS LEASE AND RIGHTS OF LEASEHOLD MORTGAGEE.

(a) The Lessee shall have the right to mortgage Lessee's interest under this Lease to a Federal or State Savings & Loan Association, Bank or Trust Company, Insurance Company, Pension Fund or Trust or similar lending institution authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of the Lessor, subject, however, to the other terms and conditions of this Lease, and of the Agreement and Option to Lease, to the extent applicable. The pledge of Lessee's leasehold interest as collateral to any other funding source shall be subject to approval by Lessor as provided in Paragraph 18 above, but thereupon such other funding source shall have all the rights and obligations of a leasehold mortgagee under this paragraph.

(b) If the Lessee shall mortgage its leasehold interest and if the holder of the mortgage or pledge shall forward to the Lessor a duplicate original of the mortgage in form proper for recording, or a copy of the mortgage certified as a true copy by the Office of Official Records of Broward County, Florida, together with a written notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied of record, the following provisions of this paragraph 23 shall apply.

(c) When giving notice to the Lessee with respect to any default under the provisions of this Lease, the Lessor will also serve a copy of such notice upon the leasehold mortgagee. No such notice to the Lessee shall be deemed to have been given unless a copy of such notice has been mailed to such leasehold mortgagee, which notice must specify the nature of each such default.

(d) In case the Lessee shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right to cure such default whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Lessee is required to do or perform and the Lessor shall accept such performance on the part of the leasehold mortgagee as

though the same had been done or performed by the Lessee. The leasehold mortgagee, upon the date of mailing by Lessor of the notice referred to in subparagraph (c) of this paragraph 23, shall have, in addition to any period of grace extended to the Lessee under the terms and conditions of this Lease for a non-monetary default, a period of sixty (60) days within which to cure any nonmonetary default or cause the same to be cured or to commence to cure such default with diligence and continuity; provided, however, that as to any default of the Lessee for failure to pay rent, or failure to pay any amount otherwise required under the terms of this Lease (e.g., including, but not limited to, taxes or assessments), the leasehold mortgagee shall have thirty (30) days from the date the notice of default was mailed to the mortgagee within which to cure such default.

(e) Upon the happening of any default and upon receipt of notice of default from the Lessor, the Lessee agrees to notify the leasehold mortgagee promptly in writing of such occurrence and shall state in the notice what action has been or will be taken by the Lessee to cure the default. A copy of such notice shall be simultaneously furnished to Lessor.

(f) In the case of any default by the Lessee, other than in the payment of money under this Lease, the Lessor, so long as no default in respect of the payment of minimum rental, additional rental and any monetary obligation shall exist, will take no action to effect a termination of the term of this Lease after the service of a notice provided for in paragraph 15 above by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, not to exceed ninety (90) days from the mailing of the default notice by Lessor to Lessee, with a copy to such mortgagee, within which either (i) to obtain possession of the Premises (including possession by a receiver) and cure such non-monetary default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure proceedings and complete such foreclosure or otherwise acquire the Lessee's interest under this Lease with diligence and continuity and thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default shall be timely cured, and provided further, that nothing in this Paragraph 23 shall preclude the Lessor from exercising any rights or remedies under this Lease with respect to any other default by the Lessee during any period of such forbearance.

(g) In the event of the termination of this Lease or of any succeeding lease made pursuant to the provisions of this paragraph 23(g) prior to its stated expiration date, the Lessor will enter into a new lease of the Premises with the leasehold mortgagee or, at the request of such leasehold mortgagee, to a corporation formed by or on behalf of such leasehold mortgagee or by or on behalf of the holder of the note secured by the leasehold mortgage held by such leasehold mortgagee, for the remainder of the term, effective on the date of such termination, at the rent and additional rent and upon the covenants, agreements, terms, provisions and limitations contained in this Lease, provided that such leasehold mortgagee makes written request and executes, acknowledges and delivers to the Lessor such new lease within thirty (30) days from the date of such termination and such written request and such new lease is accompanied by payment to the Lessor of all amounts then due to the Lessor, including reasonable counsel fees, court costs and disbursements incurred by the Lessor in connection with any such default and termination as well as in connection with the execution and delivery of such new lease, less the net income collected by the Lessor subsequent to the date of termination of this Lease and prior to the execution and delivery of the new lease, any excess of such net income over the aforesaid sums and expenses to be applied in payment of the rent thereafter becoming due under such new lease. Any new lease referred to in this paragraph 23(g) shall not require any execution, acknowledgment or delivery by the Lessor in order to become effective as against the Lessor and the Lessor shall be deemed to have executed, acknowledged and delivered any such new lease immediately upon receipt by the Lessor of such new lease accompanied by (i) payment to the Lessor of all amounts then due to the Lessor of which the leasehold mortgagee shall theretofore have received written notice; and (ii) an agreement by the leasehold mortgagee to pay all other amounts then due to the Lessor of which the leasehold mortgagee shall not theretofore have received written notice. In addition, immediately upon receipt by the Lessor of such new lease, as provided in this paragraph 23(g), the Lessor shall be deemed to have executed, acknowledged and delivered to the leasehold mortgagee an assignment of all subleases covering the Premises which theretofore may have been assigned and transferred to the Lessor and all subleases under which subtenants shall be required to attorn to the Lessor pursuant to the terms and conditions of such subleases or this Lease. Such assignment by the Lessor shall be deemed to be without recourse as against the Lessor. Within ten (10) days after a written request therefor by the leasehold

mortgagee, such assignment or assignments shall be reduced to a writing in recordable form and executed, acknowledged and delivered by the Lessor to the leasehold mortgagee.

(h) The leasehold mortgagee may become the legal owner and holder of this Lease by foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease as provided in paragraph 23(i) below, except that such leasehold mortgagee may assign this Lease without the Lessor's consent to any institutional assignee (as identified in Paragraph 23(a), above) at any time whether prior or subsequent to the construction or completion of buildings, or other structures and improvements erected or to be erected upon the Premises.

(i) In the event that a leasehold mortgagee shall become the owner or holder of the Lessee's interest by foreclosure of its mortgage or by assignment of this Lease in lieu of foreclosure or otherwise, the term "Lessee," as used in this Lease, means only the owner or holder of the Lessee's interest for the time being so that, in the event of a sale, assignment (as permitted by subparagraph 23(h) above) or other disposition of the Lessee's interest in this Lease by the mortgagee, the mortgagee shall be entirely freed and relieved of all covenants and obligations of the Lessee under this Lease and it shall be deemed and construed, without further agreement between the Lessor and the mortgagee or between the Lessor, the mortgagee and the mortgagee's purchaser or assignee at any such sale or upon assignment of Lessee's interest, that the purchaser or assignee of Lessee's interest has assumed and agreed to carry out any and all covenants and obligations of Lessee.

(j) Within ten (10) days after written request by Lessee or by Lessee's leasehold mortgagee, or in the event that upon any sale, assignment or mortgaging of Lessee's interest in this Lease by Lessee or Lessee's leasehold mortgagee, an offset statement shall be required from the Lessor, the Lessor agrees to deliver in recordable form a certificate to any proposed leasehold mortgagee, purchaser, assignee or to Lessee, certifying (if such be the case) (i) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; (iii) that the Lessor has no knowledge of any default under this Lease, or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which are known and may be

asserted by the Lessor against the Lessee in respect of obligations pursuant to this Lease.

(k) So long as the Lessee's interest in this Lease shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee, that they shall not surrender or accept a surrender of this Lease or any part of it, nor shall they cancel, abridge or otherwise modify this Lease or accept prepayments of installments of rent to become due without the prior written consent of such mortgagee in each instance.

(l) Reference in this Lease to acquisition of the Lessee's interests in this Lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of the Lessee's interest in this Lease by any purchaser at a sale on foreclosure of the leasehold mortgage and provisions applicable to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser.

(m) So long as the Lessee's interest in this Lease shall be mortgaged to a leasehold mortgagee, the parties agree for the benefit of such leasehold mortgagee that the Lessor shall not sell, grant or convey to the Lessee all or any portion of the Lessor's fee simple title to the Premises without the prior written consent of such mortgagee. In the event of any such sale, grant or conveyance by the Lessor to the Lessee, the Lessor and the Lessee agree that no such sale, grant or conveyance shall create a merger of this Lease into a fee simple title to the Premises. This subparagraph (m) shall not be construed to prevent a sale, grant or conveyance of the Lessor's fee simple title by the Lessor to any person, firm or corporation other than the Lessee, its successors, legal representatives and assigns.

(n) Reference in this Lease to a leasehold mortgagee shall be deemed to refer where circumstances require, to any assignee (subject to the provisions of subparagraph (h), above) of a leasehold mortgagee; provided that such assignee shall forward to the Lessor a duplicate original of the assignment of the leasehold mortgage in form proper for record or a copy of such assignment, certified as a true copy by the Office of Official Records of Broward County, together with a written notice setting forth the name and address of the assignee.

(o) Any leasehold mortgage shall be specifically subject and subordinate to the Lessor's rights under this Lease. The sentence immediately preceding shall not be deemed or construed (by implication or otherwise) to

impose or establish upon the Lessee's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against the Lessor or the Lessor's interest in this Lease. Despite any provision which is or may appear to be to the contrary in this Lease, under no circumstances whatsoever shall the fee simple title interest of the Lessor in the Premises, or any portion of them, be subordinated, except for a mortgage on Lessee's leasehold interest.

24. FINAL REPOSITORY. The parties mutually represent and warrant to each other that this Lease Agreement, consisting of paragraphs 1 through 37, and Exhibit One, inclusive, constitutes the final repository of the parties on its subject matter and may not be changed, modified, discharged or extended except by written instrument duly executed by the parties. The parties agree that no previous representations or warranties shall be binding upon either party nor has the execution of this Lease been induced on the part of any party except as expressed in writing in this Agreement.

25. NON-DISCRIMINATION. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise selected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

26. SUBROGATION. The Lessor shall have the option, after fifteen (15) days' prior written notice to Lessee and without waiving or impairing any of Lessor's rights, to pay any sum or perform any act required of the Lessee, and the amount of any such

payment and the value of any such performance, together with interest on them, shall be secured by this Lease, and shall be promptly due and payable to the Lessor.

27. STANDARD PROTECTION CLAUSES. It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

28. LIEN UPON REVENUES, ETC. The provisions of this paragraph are subject to the provisions of Paragraph 23 of this Lease. In the event of the Lessee's breach of any of the provisions of this Lease, the Lessor shall have a lien upon all revenues, income, rents, earnings and profits from the Premises as additional security to the Lessor for the Lessee's faithful performance of each of the terms and provisions, and to secure payment of all sums owing to Lessor. Such liens shall be superior in dignity to the rights of the Lessee and any of its creditors or assignees or any trustee or receiver appointed for the Lessee's property, or any other person claiming under the Lessee. Upon the Lessor's termination of Lessee's rights under this Lease by reason of the Lessee's default, all such revenues, income, rents, earnings and profits derived or accruing from the Premises from the date of such termination by the Lessor shall constitute the property of the Lessor, and the same is declared to be a trust fund for the exclusive benefit of the Lessor and shall not constitute any asset of the Lessee or any trustee or receiver appointed for the Lessee's property. The provisions of this paragraph shall be effective without the Lessor's re-entry upon the Premises or repossession of them, and without any judicial determination that the Lessee's interest under the Lease has been terminated.

29. OTHER REMEDIES. In addition to the options granted above, the Lessor may exercise any or all other options available to it, which options may be exercised concurrently or separately with the exercise of the above options.

30. RE-ENTRY AND REPOSSESSION. If the Lessee shall fail to keep and perform any of the covenants, conditions and agreements provided in this Lease to be performed by Lessee, and such default shall not be remedied within the grace period provided elsewhere in this Lease, the Lessor shall have the right to treat such default as intentional, inexcusable and material, and the Lessor, by notice in writing transmitted to the Lessee, as provided in the paragraph entitled "NOTICES," may at its option declare the Lessee's interest under this Lease ended and without further force and effect. The Lessor is then authorized to re-enter and repossess the Premises and the buildings, improvements and personal property on them, either with or without legal process, and the Lessee does in such event waive any demand for possession of the Premises, and agrees to surrender and deliver up the Premises peaceably to Lessor.

In the event of such action, the Lessee shall have no claim whatsoever against the Lessor by reason of improvements made upon the Premises, rents paid, or from any other cause whatsoever.

The provisions of this paragraph shall not be construed so as to divest the Lessor, in the event of such default, of any legal right or remedy which it may have by statutory or common law, enforceable at law or in equity. It is intended that the provisions of this paragraph shall afford to the Lessor a cumulative remedy, in addition to such other remedy or remedies as the law affords a Lessor when the terms of a lease have been breached by a Lessee.

31. NONWAIVER. Failure of the Lessor to insist upon the strict performance of any of the covenants, conditions and agreements of this Lease in any one or more instances, shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements. The Lessee covenants that no surrender or abandonment of the Premises or of the remainder of the term shall be valid unless accepted by the Lessor in writing. The Lessor shall be under no duty to relet the Premises in the event of an abandonment or surrender or attempted surrender or attempted abandonment of the Premises by the Lessee. Upon the Lessee's abandonment or surrender or attempted abandonment or attempted surrender of the Premises, the Lessor shall have the right to retake possession of the Premises or any part of them, and such retaking of possession shall not constitute an acceptance of the Lessee's abandonment or surrender.

32. INDEMNITY AGAINST COSTS AND CHARGES. In the event of a breach of any of the provisions of this Lease, the party not in breach shall be entitled to recover from the breaching party all costs, expenses, reasonable attorneys' fees and damages which may be incurred or sustained by reason of such breach. Any sums due the Lessor under this paragraph shall constitute a lien against the interest of the Lessee in the Premises and all its property situated on them to the same extent and on the same condition as

delinquent rent would constitute a lien on the Premises and property.

33. RESTRAINTS UPON LESSEE. Lessee understands and agrees that it is expressly subject to all applicable zoning restrictions. The Lessee shall comply in all particulars with all pertinent rules, regulations, laws and ordinances duly and legally promulgated by any governmental authority, and the Premises shall not be used for any improper or immoral purposes or in any manner which constitutes a nuisance, either public or private.

34. ABATEMENT OF RENT AND EXTENSION OF TIME; EARLY TERMINATION. The occurrence of any of the following events shall result in the abatement of rental payments being due and owing from Lessee to Lessor during the time periods as set forth herein:

(a) The failure of a governmental authority which has jurisdiction over the Premises to approve any plans which are required by law, ordinance or regulation to be submitted by Lessee to such authority for approval within a period of ninety (90) days from the date upon which Lessee submits all information and documentation which is required by the governmental authority to obtain approval.

(b) The deferral of a decision to approve or disapprove any plans which are required by law, ordinance or regulation to be submitted for approval by Lessee to a governmental authority which has jurisdiction over the Premises for more than ninety (90) days from the date upon which Lessee furnishes to such governmental agency all information and documentation which is required by the governmental agency prior to granting approval.

(c) The imposition of a building moratorium upon the Premises or a portion thereof. It is, however, expressly agreed by and between Lessor and Lessee that neither of the following shall be an event which will result in the abatement of rent: (1) the imposition of a building moratorium upon the Premises or any portion thereof by reason of the fact that a governmental agency determines that development may not proceed until a development of regional impact development order is obtained in accordance with Chapter 380, Florida Statutes; (2) the failure of a governmental authority to approve plans by reason of the fact that a governmental agency determines that development may not proceed until a development of regional impact development order is obtained in accordance with Chapter 380, Florida Statutes.

Upon the occurrence of one of the events described in (a), (b) or (c) of this paragraph, the rental payment owed by Lessee to Lessor pursuant to this Agreement shall be abated for a period of

time which shall begin on the ninety-first (91st) day after Lessee has submitted all information and documentation required to obtain the plan approval(s) or the ninety-first (91st) day after the imposition of a building moratorium and which shall end on the day that the plans are approved or the building moratorium is ended or on the one hundred and thirty fifth (135th) day from the day that rent abatement commenced, whichever first occurs. During the period of time that rent is abated pursuant to this paragraph, Lessee agrees that it shall do all things which are necessary or which are required of it by either Lessor or a governmental authority in order to obtain plan approval or the lifting of the building moratorium.

In the event that the governmental authority has not approved the plans which were submitted to it by Lessee as aforementioned on or before the one hundred and thirty fifth (135th) day from the day that rent abatement commenced or in the event that the building moratorium is still in existence on the one hundred and thirty fifth (135th) day from the day that rent abatement commenced, then, in either event, Lessor, at its sole option, shall elect to either (1) terminate this Lease, by providing 10 days' advance written notice of termination to Lessee, in which case Lessee shall have no further rights or obligations hereunder and shall deliver possession of the Premises to Lessor within thirty (30) days after the date of the written notice of termination or (2) continue to abate the rent due under this Lease for such periods of time as Lessor shall choose, provided, however, that no such abatement shall be effective without the consent of Lessee. The parties agree, however, that if Lessor so elects to terminate this Lease, Lessee shall have the option to resume the payment of rental, which rental, if paid as prescribed by this Lease, shall have the effect of reinstating the Lease to its full force and effect, in which event Lessee and Lessor shall comply with all Lease obligations. In such event, Lessee must furnish Lessor written notice, within five (5) days from the receipt of Lessor's termination notice, notifying Lessor that Lessee has elected to resume rental payments to reinstate the Lease to its full force and effect. Such notice shall be accompanied by the applicable rental then due.

The term of this Lease shall be extended by a number of days equal to the number of days during which rent is abated pursuant to the provisions of this paragraph.

Any language to the contrary notwithstanding, in the event that any portion of the Premises is improved or occupied, or in the event that Lessee is deriving the use of a portion of the Premises (including but not limited to landscaped areas and parking areas), or in the event that Lessee is deriving income from such portion from occupants, or deriving both use and income, then, in any such event, this Lease shall remain in full force and effect and rent shall continue to be due and owing and shall be paid to Lessor

during any period of rent abatement for that portion of the Premises which has been improved or occupied or used by Lessee or from which Lessee is deriving income as aforementioned, said rent to be computed by determining the amount of rent being paid per square foot pursuant to this lease and multiplying that amount by the square footage of the property which is improved, occupied, used or producing income as aforementioned. The Lease of such improved, used or occupied portion of the Premises shall be extended for a term equal to the term of this Lease if this Lease is extended by reason of abatement of rent as aforementioned.

Subject to the provisions of this paragraph 34 pertaining to Lessor's option to terminate this Lease and Lessee's option to resume rental payments and its Lease obligations to reinstate this Lease, in the event that Lessor terminates this Lease by reason of the fact that plans have not been approved or a building moratorium has not ended during the time periods and as provided for in this paragraph 34, then, in that event, Lessor and Lessee shall execute a document acknowledging the termination of the Lease and if rent was continued for a portion of the Premises which had been improved by Lessee or which was occupied or used by Lessee or from which Lessee was deriving income as provided for herein, then Lessor and Lessee shall execute a new lease for that portion of the Premises, which lease shall be in substantially the same form as this Lease and the form of which shall be equal to the number of years remaining under this Lease as of the date of termination of this Lease.

35. OPTION TO EXTEND TERM. The Lessee shall have an option to extend the term of this Lease Agreement for one period of twenty-five (25) years, upon the same terms and conditions as contained in the Lease Agreement, except as may be provided in this Paragraph 35. At least ninety (90) days prior to the expiration of the original term, Lessee shall notify the City Clerk of Lessor in writing of its intention to exercise such option. An option to extend the term shall not be available to Lessee if, at the time of the exercise of the option, or at any time thereafter, prior to the expiration of the original Lease Agreement term, Lessee is in default of any of its obligations under this Lease Agreement, unless such default is in the process of being cured within the applicable cure periods provided for in this Lease Agreement. The annual rent for the first year of the extended term shall be fixed at ten percent (10%) of the fair market value of the Premises, exclusive of any improvements thereto. The fair market value shall be negotiated between the parties, beginning upon receipt of Lessee's notification of its exercise of the option to extend the term. If the parties are unable to agree on the fair market value of the Premises within sixty (60) days, then Lessor shall obtain an appraisal prepared by an MAI appraiser, the expense of which shall be borne equally by Lessor and Lessee. A copy of such appraisal shall be provided to Lessee. If thereafter, the parties are unable to agree upon the fair market value of the Premises, the Lessee

shall obtain an appraisal prepared by an MAI appraiser, the expense of which shall be borne equally by Lessor and Lessee. If the difference between Lessor's and Lessee's appraisal is equal to or less than ten percent (10%) of the higher appraisal, then the fair market value of the Premises shall be determined by taking the average of the two appraisals. If the difference between Lessor's and Lessee's appraisal is greater than ten percent (10%) of the higher appraisal, and the parties are otherwise unable to agree on a fair market value of the Premises, then Lessor and Lessee shall obtain a third appraisal by an MAI appraiser selected jointly by Lessor's appraiser and Lessee's appraiser, the expense of which shall be borne equally by Lessor and Lessee. If the parties are unable to agree on a fair market value based on the third appraisal, then the fair market value of the Premises shall be determined by taking the average of the two appraisals with the least difference between them, or in the event that the three appraisals have an equal difference among them, then the average of the three appraisals. In the event that the fair market value of the Premises is determined subsequent to the commencement of the option term, then the monthly rental then payable shall continue to be paid subsequent to the commencement of the option term, and upon determination of the adjustment, an additional amount shall be due (if there is an increase) or a credit shall be due (if there is a decrease) retroactively from the commencement of the option term. The annual rent of the option term shall be adjusted every five (5) years, beginning with the commencement of the sixth (6th) year of the option term, by the method described in Paragraph 9 above, with the rent as determined by the appraisal to be the Base Rent for the option term and the Denominator to be the Consumer Price Index for the month of the commencement of the option term.

36. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity hereto.

37. This Lease Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease Agreement shall be in Broward County, Florida.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

Sheri Roberts

Glorne Brackatt Buck

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By

Mayor

By

City Manager

ATTEST:

City Clerk

Approved as to form:

Asst.

City Attorney

WITNESSES:

Ravanne Kosmen

Denise L. Gibbons

CYPRESS CONCOURSE E, LLC, a Delaware limited liability company

By: 18 Chai Corp., as Manager

By: Ronald Siegel

Name: RONALD SIEGEL

Title: Vice President

(CORPORATE SEAL)

STATE OF ILLINOIS :
COUNTY OF COOK :

The foregoing instrument was acknowledged before me this 5th day of FEBRUARY, 2001, by RONALD SIEGEL and , as VICE PRESIDENT and , respectively, of 18 Chai Corp., as Manager of CYPRESS CONCOURSE E, LLC, a Delaware limited liability company, who personally known to me or have produced as identification.

(SEAL)

Rolla Heinen
Notary Public, State of ~~Florida~~ Illinois
(Signature of Notary taking Acknowledgment)

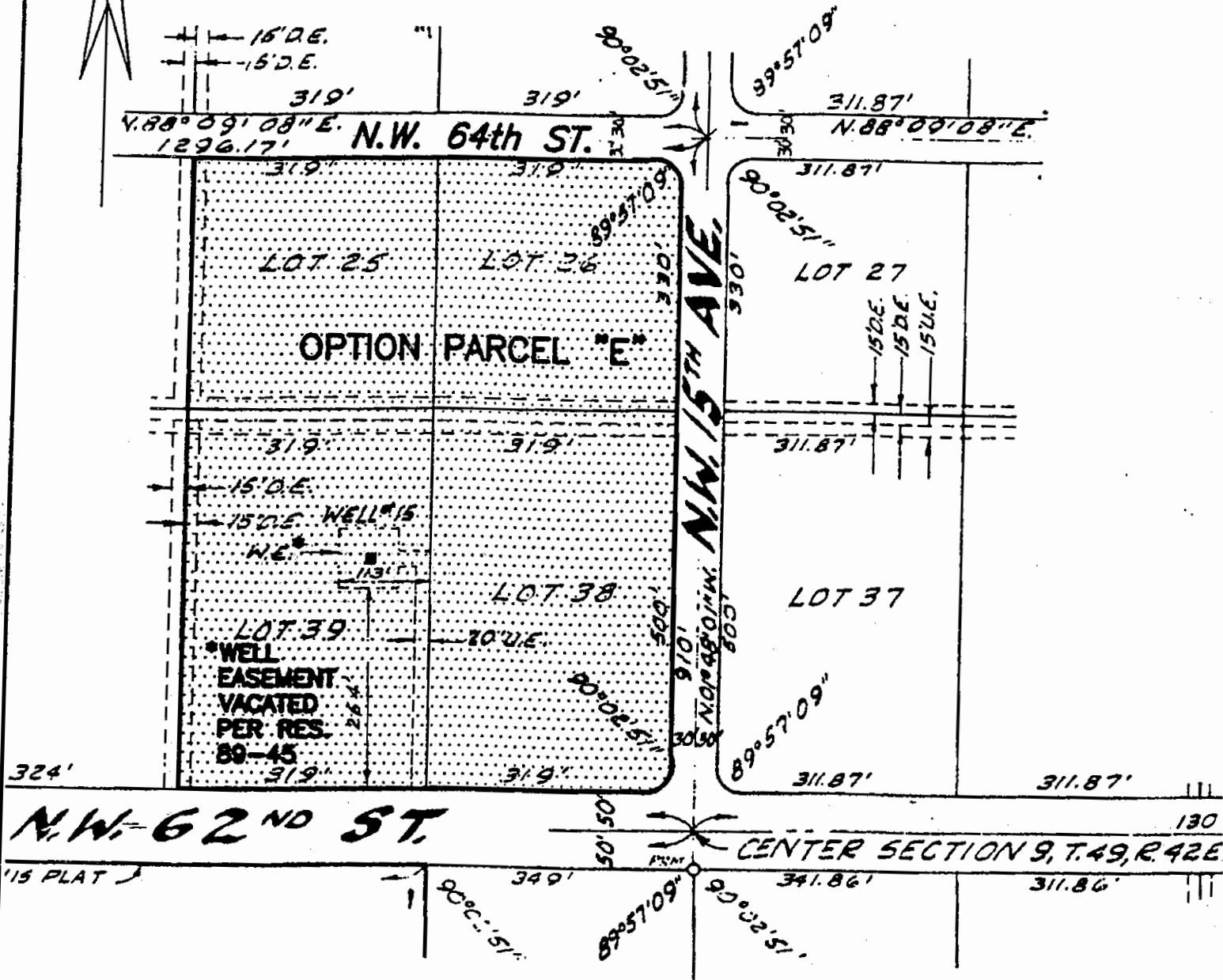
ROLLA HEINEN
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

DF:cak/LeaseParE





Broward County Records

THIS IS NOT A SURVEY.

CITY OF FORT LAUDERDALE		
Fort Lauderdale Executive Airport Ft. Laud. Industrial Airpark - Sec. 2 Lease Option Parcel "E"		
BY: T.A.	ENGINEERING	DATE: 3/20/98
CHK'D T.A.	DIVISION 034 Exhibit	SCALE: 1"=200'